Supreme Court, U.S.
FILED
JUL 5 2000
OFFICE OF THE CLERK

No. 00 58

IN THE

SUPREME COURT OF THE UNITED STATES

CHRISTOPHER SAPP and JEAN SAPP,

Petitioners,

v.

RAIN & HAIL INSURANCE SERVICE,

"Respondent".

ON PETITION FOR WRIT OF *CERTIORARI* TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

PETITION FOR WRIT OF *CERTIORARI*

CHRISTOPHER SAPP*
POST OFFICE BOX 1012
LEHIGH ACRES, FLORIDA 33970
(941) 368-3922
*Pro Se**

26pp

QUESTION PRESENTED

Should the Federal Courts accept the transfer of a state case where the complaint shows on its face that is brought by a non-existent or fictitious person in an effort to defraud by using the word- emblem of the United States of America: "Federal"?

PARTIES TO THE PROCEEDING

Petitioners

Christopher Sapp, individually, doing business as C & J Sapp Publishing Company; Jean Sapp, individually, doing business as C & J Sapp Publishing Company. The Sapps are husband and wife.

"Respondent"

Rain & Hail Insurance Service is listed as the "Respondent" but it is not a legal entity and so there are no other parties to this proceeding other than the Petitioners.

TABLE OF CONTENTS

Questions Presented i

Parties To The Proceeding ii

Table of Contents iii

Appendix Index iv

Table of Citations v

Opinions Below 1

Statement of Jurisdiction 1

Constitutional Provisions Involved 1

Statement of the Case 2

A. Background in South Texas. 2

B. The Proceedings Below 3

Reasons for Granting the Writ 4

First Issue: Must the Federal Courts be duty-bound to accept the transfer of a case from State Court where financial pirates have hidden behind the prestige of the United States of America, misusing the symbolic word "Federal"?

Second Issue: Did the Court of Appeals err when it granted relief for a non-existent

or fictitious plaintiff, in direct conflict with both the United States Constitution and the rulings of the U.S. Supreme Court?

CONCLUSION **8**

APPENDIX INDEX

Appendix A
Plaintiff's First Amended Original Petition . **1a**

Appendix B
Notice of Removal and Transfer of State Action to United States District Court..... **5a**

Appendix C
Order Granting Motion For Remand..... **10a**

Appendix D
Order Dismissing Appeal and Granting Sanctions..... **13a**

TABLE OF CITATIONS

Cases:	**Page**
Bivens v. Six Unknown Named Federal Agents of Federal Bureau of Narcotics, 91 S.Ct. 1999 (1971)	4
Robinson v. State of Florida, 345 F.2d 133 (5th Cir. 1965)	7
Ruhrgas AG v. Marathon Oil Co., 143 L Ed 2d 760 (1999)	7
Schlup v. Delo, 130 L.Ed. 2d 808 (1995)	4
Statutes	
28 U.S.C. §43	4
28 U.S.C. § 132	4
28 U.S.C. § 1254(1)	1
United States Constitution	
Article III, Section 1	4
Article III, Section 2	4
Fourteenth Amendment	7
Legal Authorities	
Corpus Juris Secundum, Vol. 67A, *PARTIES*, §9	6

OPINIONS BELOW

The opinion of the United States Court of Appeals for the Fifth Circuit is reproduced in Appendix D; the Court of Appeals determined that its opinion should not be published. The opinion of the District Court for the Northern District of Texas, Amarillo Division, is reproduced as Appendix C.

STATEMENT OF JURISDICTION

The decision of the United States Court of Appeals for the Fifth Circuit ("Court of Appeals") was filed on April 12, 2000. There was no petition for rehearing.

The jurisdiction of this Court is invoked under 28 U.S.C. § 1254(1).

CONSTITUTIONAL PROVISIONS INVOLVED

Article III, Section 1 of the United States Constitution provides in relevant part: "The judicial Power of the United States, shall be vested in one supreme Court, and in such inferior Courts as the Congress may from time to time ordain and establish.

Article III, Section 2 of the United States Constitution provides in relevant part: "The judicial Power shall extend to all Cases. . . arising under this Constitution, the Laws of the United States, and Treaties . . . - to Controversies to which the United States shall be a Party . . ."

The Fourteenth Amendment, Section 1, to the United

States Constitution provides in relevant part: "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

STATEMENT OF THE CASE

The fundamental question in this case is whether the Federal Courts are obliged to protect the power and prestige of the United States of America, even if there is no specific procedure for transferring a state case which, in and of itself, poses a distinct threat to a National emblem or symbol. While the answer would seem to be obviously in the affirmative, a brief review of the background of this appeal shows that even the best of federal judges can have bad days.

A. Background in South Texas.

The killer freezes of the 1980's destroyed the citrus orchards in South Texas. The Federal Crop Insurance Corporation paid massive awards to these farmers on their crop and tree insurance. The devastated farmers felt confident in replanting their orchards because the Federal Government stood behind the insurance program: if its Federal, it has to be sound, reputable, and reliable.

While the farmers were receiving the insurance money, the chief grower organization was receiving very little income. Apparently, one or more of the key executives in the grower organization decided that the sale of Federal Crop Insurance would be more profitable if the policies which were ordered by the farmers were never issued or delivered.

The Sapps were two of the farmers raising citrus in

South Texas who ordered Federal Crop Insurance from a company called Rain & Hail Insurance Services, Inc. To the best of the Sapps' knowledge, no policies were issued or delivered to the farmers by this corporation after the 1989 killer freeze. Instead, many farmers and the United States of America paid millions of dollars to a fictitious entity with the sound-alike, look-alike name of Rain & Hail Insurance Service

The pre-1990 entity was a corporation; the post-freeze Rain & Hail was nothing, only a fictitious name or cover used to cheat farmers and the United States of America.

B. The Proceedings Below.

The Sapps live in South Florida. They were sued in the Potter County District Court in Amarillo, Texas for non-payment for (non-existing) Federal Crop Insurance policies by Rain & Hail Insurance Service. After a period of time, during which their motion to dismiss for improper venue lay dormant, the Sapps filed a notice with the U.S. District Court, requesting both a removal and a transfer of the state case to Federal Court.

The U.S. District Judge ignored the part of the notice calling for a transfer of the state action to Federal Court and, on the basis of an apparently limited study of the removal notice, granted a motion for remand filed by an attorney for Rain & Hail Insurance Service, the fictitious, non-existent plaintiff.

The Sapps appealed the remand order, not only because the remand was improper but, more importantly, they felt that the U.S. District Judge was obliged to accept jurisdiction under what they had called a "transfer" notice to the court: the pirates were falsely sailing under the "Federal" flag and it was the job of the Federal Courts to protect the reputation of this word-

emblem, "Federal".

The U.S. Court of Appeals reviewed only the remand aspects of the District Judge's order and found the appeal to be improper. At the request of the fictitious, non-existent Rain & Hail Insurance Service , the appellate court also imposed sanctions against the Sapps. The abuse of the emblem "Federal" went on, unstopped by the two Federal Courts.

Thus, this timely petition for writ of *certiorari* is brought.

REASON FOR GRANTING THE WRIT

I

THE FEDERAL COURTS MUST BE DUTY BOUND TO ACCEPT THE TRANSFER OF A CASE FROM STATE COURT WHERE FINANCIAL PIRATES HAVE HIDDEN BEHIND THE PRESTIGE OF THE UNITED STATES GOVERNMENT, MISUSING THE SYMBOLIC WORD "FEDERAL".

The power and prestige of the United States of America are entrusted to the Federal Courts by Article III, Sections 1 and 2, of the United States Constitution. Two of those courts are the Court s of Appeal and the District Courts. 28 U.S.C. §43 and 28 U.S.C. § 132, respectively.

Whenever there is manifest injustice, the Federal Courts will overlook procedural niceties to deal with the problem . *Schlup v. Delo,* 130 L.Ed. 2d 808 (1995). This flexibility was announced in *Bivens v. Six Unknown Named Agents of Federal Bureau of Narcotics*, 91 S.Ct. 1999 (1971):

[W]here federally protected rights

> have been invaded, it has been the rule from the beginning that courts will be alert to adjust their remedies so as to grant the necessary relief. page 2002.

Although the face of the Complaint showed that Petitioners were being hounded by spurious claims for Federal Crop Insurance, both the District Court and the Court of Appeals adopted a hands-off policy: leave this to the state court.

Petitioners suggest that the name "Federal" will cease to have symbolic value if the Federal Courts allow a financial pirate to use the belief of this Nations' citizens that "Federal" means honest, upstanding, reliable and accountable. If financial pirates and predators can with impunity fly the flag "Federal", then the Federal Courts have demeaned themselves as well as the power and prestige of this Nation.

Whenever our National prestige is sullied, the Federal Courts should correct the situation wherever possible. The letters F.B.I. would have far less prestige if this was the Florida Bureau of Investigation. While Florida is a wonderful state, the mystique and aura surrounding the letters F.B.I. stems from the word symbol "Federal". Much the same can be said about the letter F.D.I.C. Once again, if the letters stood for the "Florida Deposit Insurance Corporation" they would not command the same confidence as when the symbolic adjective "Federal" is used.

Thus, the Federal Courts are obligated to protect the word-symbol "Federal" when used as a false flag by financial predators.

II

THE DECISION OF THE COURT OF APPEAL,

5TH CIRCUIT, TO GRANT RELIEF FOR A NON-EXISTENT OR FICTITIOUS PLAINTIFF IS IN DIRECT CONFLICT BOTH WITH THE CONSTITUTION AND THE RULINGS OF THE U.S. SUPREME COURT.

One of the carved-in-stone rules for bringing a lawsuit is that you must first have a party, as in person.

In Volume 67A, Corpus Juris Secundum, *PARTIES*, § 9, it states:

> *Action and trade-name or in name of mere business interest.* It has been held that an action may not be maintained with a mere trade-name or business interest possessing no legal personality as plaintiff, and that an action may not be maintained in the name of a property with the proprietor's name affixed thereto. On the other hand, it has also been held that an individual who is doing business in a trade-name, especially where the suit relates to the business conducted in that name, provided that the trade-name is not made a cover or means of fraud, and provided a judgment in the action would be binding on the real party suing in such a business or trade-name.
>
> *Effect of lack of legal entity.* A suit brought in a name which is not that of a natural person, a corporation, or of a partnership is a mere nullity, in such a case, it has been held that the whole action fails. Moreover, where there is no legal entity in the name by which a plaintiff

> is designated, it has been held that there may be no cause of action, because a cause of action implies a person in existence qualified to institute process. page 655.

In the case at hand, it is painfully obvious from the front page of the Complaint that there is no real person bringing this lawsuit. That the state court in Texas made no summary dismissal is to its discredit; the state of Texas thus was in violation of Petitioners' rights under the Fourteenth Amendment to the U.S. Constitution.

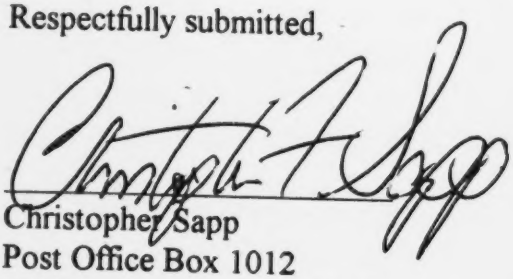
The U.S. District Court in Amarillo did no better. While it initially accepted the transfer and removal of the case from state court, it failed to summarily dismiss this sham lawsuit as was done in *Robinson v. State of Florida*, 345 F.2d 133 (5th Cir. 1965). A flexible approach to summary dismissals of actions removed from state court was approved by this Court in *Ruhrgas AG v. Marathon Oil Co.*, 143 L Ed 2d 760 (1999).

Thus, the U.S. District Court erred in not simply dismissing the action against Petitioners. The U.S. Court of Appeals, Fifth Circuit, likewise had the authority to simply dismiss the action against the Sapps and failed to do so. Thus, it is appropriate for the U.S. Supreme Court to review this case because of the conflict occasioned by the Fifth Circuit with the *Ruhrgas* (*supra*) decision and also with the U.S. Constitution.

CONCLUSION

Christopher Sapp and Jean Sapp respectfully request that this Court grant a writ of certiorari in order to protect the National prestige embodied in the word "Federal", and secondly, reaffirm the legal - precept that cases and controversies must be maintained by a real person and only real persons can be granted relief by Federal Courts.

Respectfully submitted,



Christopher Sapp
Post Office Box 1012
Lehigh Acres, Florida 33970
(941) 368-3922

APPENDIX A

IN THE DISTRICT COURT IN AND FOR
POTTER COUNTY, TEXAS

Case No. 83,466-B
(Filed: June 6, 1997)

RAIN AND HAIL INSURANCE
SERVICE

v.

CHRISTOPHER SAPP AND JEAN
SAPP, INDIVIDUALLY AND d/b/a
C & J SAPP PUBLISHING CO.

PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Now comes RAIN AND HAIL INSURANCE SERVICE, Plaintiff, complaining of CHRISTOPHER SAPP AND JEAN SAPP, INDIVIDUALLY AND d/b/a C & J SAPP PUBLISHING CO., Defendants and for cause of action would show the Court as follows:

I.

Plaintiff is a sole proprietorship with its principal place of business in Amarillo, Potter County, Texas. Defendants CHRISTOPHER SAPP AND JEAN SAPP are individuals who are doing business as C & J SAPP PUBLISHING COMPANY. Upon information and belief, Defendants reside

in Minneula, (sic) Florida. The only available information on Defendants address is P. O. Box 1503, Minneula(sic), Florida 34755-1503.

II.

Defendants have engaged and engage in business in the State of Texas. Plaintiff's cause of action arises out of said business. Defendant has done business in the State of Texas by, among other things, entering into contracts by mail, telephone or otherwise with Texas residents, to be performed in the State of Texas, specifically, entering into contracts for Insurance with the Plaintiff.

By virtue of the facts alleged above, Plaintiff says that Defendants are amenable to process as non-resident Defendants doing business in the State of Texas. Service may be had by delivering to the Secretary of State of the State of Texas duplicate copies of such process, and the Secretary of State, upon receipt of such process, forthwith forwarding to the Defendants a copy of the process by registered mail, return receipt requested. Plaintiff here says that Defendants may be served with process under the auspices of § 17.044 of the Tex. Civ.Prac.&Rem.Code.

III.

In the dates shown on the itemized and verified accounts attached hereto as Plaintiff's Exhibit "A", Plaintiff issued Multi-Peril Crop Insurance to Defendants as more fully described therein. Such insurance was provided pursuant to a contract therefor in the regular course of business upon an open account. Defendants accepted such insurance and thereby promised to an became bound to pay the agreed price which price was reasonable, fair and was stated in the request for payment therefor. Statements requesting payment was sent to Defendants. Systematic records of the debt have been kept by Plaintiff as are shown by the Affidavit which is attached hereto and incorporated herein as if fully set forth at length.

III.

Although Defendants promised to pay Plaintiff for the insurance coverage provided by Plaintiff and has been requested by Plaintiff to do so, Defendants have failed and refused and still fail and refuse to pay the account to Plaintiff's damages in the sum of THIRTEEN THOUSAND ELEVEN AND NO/100 DOLLARS ($13,011.00) together with prejudgment interest as allowed by law and attorney's fees as hereinafter alleged. Plaintiff fully and in all things performed its part of the agreement by issuing Multi-Peril Crop Insurance to Defendants in the time and manner requested.

IV.

Plaintiff made written demand on Defendants for payment more than thirty (30) days prior to the filing of this suit and therefore recovery of attorney's fees is authorized by § 38.001, et. seq. of the Texas Civil Practice and Remedies Code. Plaintiff has employed the undersigned attorneys to file this suit and would therefore show that it is entitled to recover the additional sum of at least **FIVE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($5,600.00)** as compensation for attorney's fees which sum is reasonable charge for the services rendered in bringing this suit.

WHEREFORE, Plaintiff requests that Defendants be cited to appear and answer and that on final trial have:

1. Judgment against Defendants for the principal sum of THIRTEEN THOUSAND ELEVEN AND NO/100 DOLLARS ($13,011.00);
2. Prejudgment interest as allowed by law;
3. Attorney's fees in the sum of at least FIVE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($5,600.00);
4. Costs of court;
5. Post-judgment interest as allowed by law; and
6. Such other and further relief to which Plaintiff

may be justly entitled.

Respectfully submitted,
SANDERS, BAKER AND JESKO, P.C.
Post Office Box 2667
Amarillo, Texas 79105-2667
(806) 353-7463
Attorneys for RAIN AND HAIL INSURANCE SERVICE

/s/_____
Mitch D. Carthel
State Bar No: 03940550

APPENDIX B

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION

RAIN & HAIL INSURANCE SERVICE,
Plaintiff,

v. **CASE NO.:**

CHRISTOPHER SAPP and JEAN SAPP,
Individually and dba C & J SAPP
PUBLISHING COMPANY,
Defendant.

_____/

NOTICE OF REMOVAL AND TRANSFER OF STATE ACTION TO UNITED STATES DISTRICT COURT

DEFENDANTS HEREBY give Notice of Removal and Transfer of State Action to the Plaintiff:

RAIN & HAIL INSURANCE SERVICE
by and through its attorney
Mitch D. Carthel, Esquire
SANDERS, BAKER and JESKO
P.O. Box 2667
Amarillo, Texas 79105-2667

of the above-entitled action to the United States District Court and say in support there of the following:

1. This is a civil action regarding financial liability for non-delivered Federal Crop Insurance Corporation insurance policies.

2. Copies of process, pleadings, and orders are attached hereto as are required by 28 U.S.C. §1441:

a) Receipt for copies from Cindy Groomer, District Clerk, County Courts at Law (civil) for pleadings and other papers, Case No.: 83,466-B, which were received by Defendants on April 26, 1999.

b) Plaintiff's Original Petition

c) Affidavit of Rain & Hail Insurance Service

d) Citation - Personal Service and Officer's Return for Christopher Sapp

e) Citation - Personal Service and Officer's Return for Jean Sapp

f) Plaintiff's First Amended Original Petition

g) Letter from secretary of State to Mitch D. Carthel

h) Defendant's Motion to Transfer Venue and Subject To Said Motion Sworn General And Special Denial.

i) Amended Motion For Withdrawal of Counsel Agreed To By Client

j) Consent To Withdrawal

3. Copy of this Notice of Removal is served on the District Clerk, County Courts of Law, Potter County, Texas where this case was originally filed and a copy is also served this date (both by U.S. Mail and by over-night delivery by Federal Express) on the above-stated attorney.

4. The initial pleading, captioned Plaintiff's Original Petition, was received by the Defendants on April 26, 1999.

5. The reasons for this Notice of Removal are contained in the following counts:

COUNT I

a) This action presents on its face federal questions to be determined in accord with 28 U.S.C. A. §1331 which provides for original jurisdiction in U.S. District Court.

b) The civil action being removed is a suit concerning liability of for non-delivered Federal Crop Insurance

Corporation insurance policies, the Application for which is attached to the Original Petition, and its contents are thus evident on the face of Plaintiff's initial pleading.

c) The aforesaid Application and Production Report contains the following notice:

> This insurance policy is reinsured by The Federal Crop Insurance Corporation under the provisions of the Federal Crop Insurance Act, as amended (theAct) (7U.S.C. 1501 et seq.) And all terms of the policy and *rights and responsibilities of the parties are specifically subject to the Act and the regulations under the Act Published in Chapter IV of 7 CFR.* (Our emphasis)

d) Defendants can not receive protection of their civil rights and equal protection under Federal laws and regulations and the United States Constitution unless this action is removed to United States District Court pursuant to 28 U.S.C.A. §1443.

COUNT II

a) This action presents on its face actionable conduct of the Federal Crop Insurance Corporation, an appendage of the United States Department of Agriculture.

b) The absense of any delivered Federal Crop Insurance Corporation insurance policies is shown by a review of the Plaintiff's Original Petition.

c) Such omission constitutes a preliminary showing in the initial pleading that federal agents have failed in their duties to Defendants.

d) Such actionable violations render agents and officers of the Federal Crop Insurance Corporation and the United States Department of Agriculture subject to the protection of 28 U.S.C.A. §1442 and by virtue of the equal

protection clause of the United States Constitution, Defendants are allowed the same right of removal in order to protect their civil rights and receive the equal protection of Federal laws and regulations.

e) Thus this action is removable under 28 U.S.C.A. §1443.

COUNT III

a) This action is presently a denial of the civil rights of Defendants secured and guaranteed to the removing parties by the laws and Constitution of the United States.

b) It is shown on the face of Plaintiff's Original Petition that Defendants are entitled to the rights secured under the Federal Crop Insurance Corporation Act and its subsequent amendments and appropriate agency regulations.

c) Plaintiff and others with which it is acting concert have thus deprived Defendants of their civil rights under the aforesaid federal laws and in accord with 28 U.S.C.A.§1343 original jurisdiction is vested in the District Court and this action is removable under 28 U.S.C.A. §1443.

COUNT IV

a) Defendants reallege all statements of fact in the previous Counts.

b) Plaintiff has wrongfully brought the state action in question as a device to evade its responsibility to Defendants under the Federal Crop Insurance Act and its amendments and appropriate Federal regulations and so deprive them of their rights and privileges under the Constitution and the laws of the United States.

c) Such wrongdoing is a violation of 28U.S.C.A. §1343 which provides for original jurisdiction in the District Court thus causing this action to be removable under 28 U.S.C.A. §1443.

COUNT V

a) Defendants here reallege all previous allegations.

b) Defendants have not received, nor in the future will Defendants receive protection of their rights, privileges and immunities which are provided by the United States .

Constitution, and the appropriate federal laws and regulations, in the state court proceeding.

c) The Federal Courts are committed to supply protection whenever individuals are owed protection of their Federal rights as shown in the United States Supreme Court's decision Bivens v. Six Unknown named Agents of Federal Bureau of Narcotics, 91 S.C. T. 1999 (1971).

d) Defendants are entitled to the protection of this U.S. District Court to prevent federally-prohibited predatory practices. Transfer there of this case is thus necessitated by the Bivens doctrine.

WHEREFORE, Defendants file this Notice of Removal and Transfer of State Action to the United States District Court pursuant to 28 U.S.C.A. §1443 and pursuant to the Federal rights-protection doctrine espoused in Bivens and request all appropriate remedies and assistance of the United States District Court.

Dated: May 24, 1999

/s/_____
Christopher F. Sapp
P. O. Box 1012
Lehigh Acres, Florida 33970
(941) 368-7853

/s/_____
Jean Sapp
P. O. Box 1012
Lehigh Acres, Florida 33970
(941) 368-7853

CERTIFICATE OF SERVICE

I CERTIFY that a copy hereof has been furnished to Mitch D. Carthel, SANDERS, BAKER AND JESKO, P.C. P. O. Box 2667, Amarillo, Texas 79105-2667 and to the District Clerk of County Courts of Law (civil), Potter County, Post Office Box 9570, Amarillo, Texas 79105-9570 by U.S. Mail and overnight delivery by Federal Express this 24th day of May, 1999.

/s/_____
Christopher F. Sapp

APPENDIX C

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION

(Filed: July 3, 1999)

Civil Action Cause Number: 2:99-CV-174-J

RAIN & HAIL INSURANCE SERVICE,
Plaintiff,
v.
CHRISTOPHER SAPP and JEAN SAPP, Individually and d/b/a C & J PUBLISHING COMPANY,
Defendants.

ORDER GRANTING MOTION FOR REMAND

Before the Court is Plaintiff's motion, filed May 27, 1999, for a remand of this case. Defendants were served in this case on June 16, 1997. They removed to this Court nearly two years later — on May 21, 1999. Removal was untimely, 28 U.S.C. §1446, and Plaintiff has moved for remand on that basis. Plaintiff's motion is granted. New York Life Ins. Co. v. Deshotel, 142 F.3d 873 (5th Cir. 1998). This case is hereby remanded to the 181st District Court in Potter County, Texas.

It is SO ORDERED.
Signed this 12th day of July, 1999.

/s/
MARY LOU ROBINSON
UNITED STATES DISTRICT JUDGE

APPENDIX D

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT
(Filed April 12, 2000)

No. 99-10860
Conference Calendar

RAIN & HAIL INSURANCE SERVICE,
Plaintiff-Appellee,

versus

CHRISTOPHER SAPP, Individually, doing business as C & J Sapp Publishing Company; JEAN SAPP Individually, doing business as C & J Sapp Publishing Company,
Defendants-Appellants.

- - - - - - - - - - - - - - - - - - - -

Appeal from the United States District Court
for the Northern District of Texas
USDC No. 2:99-CV-174

- - - - - - - - - - - - - - - - - - - -

Before WIENER, DeMOSS, and PARKER, Circuit Judges.
PER CURIAM:*

Christopher and Jean Sapp, appearing individually and

* Pursuant to 5th CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

doing business as C & J Sapp Publishing Company ("the Sapps"), appeal the district court's order remanding the instant lawsuit, brought against them by Rain & Hail Insurance Service ("Rain & Hail") for alleged nonpayment of insurance premiums, to Texas state court. They argue that the removal order is appealable because 28 U.S.C.§ 1227 (d) (sic)provides them with an appeal as of right.

Contrary to their assertion, because the district court's remand order was based on the untimeliness of the removal, a ground enumerated in 28 U.S.C. §1447 (c), the removal order is not appealable. Things Remembered, Inc. V. Petrarca, 516 U.S. 124, 127-28 (1996); 28 U.S.C. §1447 (d). Accordingly, the appeal is DISMISSED for lack of jurisdiction. 5TH CIR. R. 42.2.

Rain & Hail's motion for sanctions, pursuant to Fed. R. App. R. 38, is GRANTED. This appeal is frivolous. The Sapps' arguments are wholly without merit, and the result of the appeal is obvious; accordingly, the Sapps are ORDERED to pay sanctions in the amount of $1,500, as double costs and reasonable attorney's fees. See Buck v. United States, 967 F.2d 1060, 1062 (5th Cir. 1993)

APPEAL DISMISSED; SANCTIONS IMPOSED.

EDITOR'S NOTE

THE FOLLOWING PAGES WERE POOR HARD COPY AT THE TIME OF FILMING. IF AND WHEN A BETTER COPY CAN BE OBTAINED, A NEW FICHE WILL BE ISSUED.

Supreme Court, U.S.
FILED

00 58 JUL 5 2000

OFFICE OF THE CLERK

No. _____

IN THE

SUPREME COURT OF THE UNITED STATES

CHRISTOPHER SAPP and JEAN SAPP,

Petitioners,

v.

RAIN & HAIL INSURANCE SERVICE,

"Respondent".

ON PETITION FOR WRIT OF *CERTIORARI*
TO THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

VOLUME ONE: SELECTED EXHIBITS TO APPENDIX A

CHRISTOPHER SAPP*
POST OFFICE BOX 1012
LEHIGH ACRES, FLORIDA 33970
(941) 368-3922

*Pro Se**

10PP

CIGNA

a CIGNA company
Crop Insurance Serviced by **RAIN AND HAIL INSURANCE SERVICE, INC.**

MULTIPLE PERIL CROP INSURANCE

MP-291291	For 1994	and succeeding years	[illegible]	1.00	

COVERAGE

CROP	PRICE	LEVEL	EXPERIENCE	OPTION	FINAL PLANTING DATE
CITRUS FRUITS	175.00	.65	1.00	Hail	
CITRUS GR J	150.00	.65	1.00	HAIL	
CITRUS GRFT J	150.00	.65	1.00	Hail	

PRODUCER/OWNER INFORMATION

C S J SAND PUMPKIN CO
P O BOX 5246
HARLINGEN TX 78552-5246

PHONE: 210/618-4292
TAX I.D.: 265 60 1692

AGENCY INFORMATION

VALLEY AG INSURANCE SERV. INC.
PO BOX 2648
HARLINGEN TX 78552-2648

PHONE:
CODE: 3492 00

LOSS PAYABLE TO ME AND

STATE	CODE
TEXAS	42
COUNTY	**CODE**
HIDALGO	215

1994 SUMMARY OF COVERAGE

Line Number	Crop	Farm Unit	ASCS Number	Interest	Other Persons Sharing in Crop	County	LOT, BLOCK & SUBDIVISION / Section/Quarter	Twp # Range#	Average PREV YIELD	Acre Guarantee	Acres	Plant Date	Total Guarantee	Price CHOSEN	Liability	Risk Area	Rate	Pre
1.0 WLDI 1.0	CITRUS WFP 88CRJ	1.00	0	1.000		HIDALGO	A 27 3 LAGUNA II		21.5	11.0	X 1.50		16.2	150.0000	9,630	1x	3.3%	
2.0 WLDI 2.0	CITRUS WFP 88CRJ	2.00	0	1.000		HIDALGO	542 269 270 293 SUNRISE GROVES		32.2	21.5	X 10.00		215.1	150.0000	32,265	1nc	5.0%	1.
3.0 WLDI 3.0	CITRUS WFP 88CRJ	3.00	0	1.000		HIDALGO	73 72 WEST LOG 41		21.0	13.7	X 1.50		205.5	150.0000	2[illegible]	1B	3.0%	1.
4.0 WLDI 1.0	CITRUS WFP 88CRJ	4.00	0	1.000		HIDALGO	125 126 3 LA LOMA 12		21.2	13.2	X 11.50		151.8	150.0000	22,770	1B	3.0%	1.
5.0 WLDI 5.0	CITRUS WFP 88CRJ	5.00	0	1.000		HIDALGO	75 LA LOMA 11		21.1	13.2	X 11.50		151.8	150.0000	22,770	1B	3.0%	1.
6.0 WLDI 6.0	CITRUS WFP JR 80ZHS	6.00	0	1.000		HIDALGO	77 76 LAGUNA 12		21.4	13.2	X 11.50		151.8	150.0000	22,770	1B	3.0%	
7.0 WLDI 7.0	CITRUS WFP 88CRJ	7.99	0	1.000		HIDALGO	77 70 LA LOMA 12		21.1	13.2	X 11.50		151.8	150.0000	22,770	1B	3.0%	1.

Please check the accuracy of the above information carefully and notify your agent immediately of any corrections. $200 REDUCTIONS on Fall seeded crops after 2AUG. 07 1994 (A valid revision must be received by 07 1994 to avoid reduction.)
No corrections may be made after a loss has been paid.

[illegible] PREMIUM	0.
[illegible]	0.
[illegible] PREMIUM	0.
[illegible] DUE	1600

FILED GRODNER
DISTRICT CLERK
HIDALGO COUNTY, TEXAS
'94 JUL 21 AM 8:58
DEPUTY

SOCIAL SECURITY NUMBER (SSN) AND EMPLOYER IDENTIFICATION NUMBER (EIN) REPORTING FORM 1994 AND SUCCEEDING CROP YEARS

NAME OF APPLICANT/INSURED: C & J SAPP PUBLISHING CO PHONE NO.: (210)618-4792	NAME OF AGENT: VALLEY AG INSURANCE SERV. INC. PHONE NO.: (210)687-3326
ADDRESS: P O BOX 5246 MCALLEN TX 78502-5246	ADDRESS: PO BOX 2648 MCALLEN TX 78502-2648
CONTRACT NUMBER: MP-244201	AGENT CODE: 2492-00 (TX)
SOCIAL SECURITY NUMBER 265-60-1699 * ENTITY TYPE CODE	COMPANY NAME/ADDRESS: RAIN AND HAIL INSURANCE SERVICE, INC. 2201 CIVIC CIRCLE SUITE# 604 AMARILLO, TX 79109-1844

OTHER PERSONS AND/OR ENTITIES WITH 5% OR MORE INTEREST IN THE INSURABLE ENTITY IDENTIFIED ABOVE:

NAME	COMPLETE ADDRESS (ST,RR,PO BOX,ZIP)	PHONE NO.	SSN/EIN (CIRCLE ONE)	*ENTITY TYPE CODE
			SSN EIN NONE	
			SSN EIN NONE	
			SSN EIN NONE	
			SSN EIN NONE	
			SSN EIN NONE	
			SSN EIN NONE	
			SSN EIN NONE	

ENTITY TYPE CODE: INDIVIDUAL = I, CORPORATION = C, PARTNERSHIP = P, OTHER = O

A FALSE CLAIM MADE TO THE FEDERAL CROP INSURANCE CORPORATION, OR FALSE STATEMENT MADE ON A MATTER WITHIN THE JURISDICTION OF THE FCIC, MAY SUBJECT THE MAKER TO CRIMINAL AND CIVIL PENALTIES UNDER THE PROVISIONS OF 18 U.S.C. 1006, 1014; 7 U.S.C. 1506, 31 U.S.C. 3729, 3730.

IGNATURE OF APPLICANT/INSURED: Chas Sapp DATE: NOV 30, 19[illegible]

Continuation of 1995 Application and Production Report for citrus renewal.

NOTE: YOU MAY SELECT COVERAGE BETWEEN 30% AND 100% OF THE ESTABLISHED PRICE ELECTIONS SHOWN BELOW:

INSURANCE IS REQUESTED FOR THE FOLLOWING VARIETIES:

	JUICE OPTION	PRICE ELECTION PER TON
✓	RIO RED GRAPEFRUIT	$150.00
✓	RUBY SWEET GRAPEFRUIT	$150.00
	VALENCIA ORANGE	$120.00
✓	EARLY/MID-SEASON ORANGE	$150.00
	OTHER GRAPEFRUIT	$100.00

	FRESH OPTION	PRICE ELECTION PER TON
	RIO STAR GRAPEFRUIT	$250.00
	RUBY SWEET GRAPEFRUIT	$150.00
	VALENCIA ORANGE	$120.00
	EARLY/MID-SEASON ORANGE	$150.00
	OTHER GRAPEFRUIT	$100.00

I have read and acknowledge the provisions/information as outlined on page 1 of the "Application and Production Report" and accept the information as stated. I fully understand a written agreement (PYC) has to be or has been executed before coverage attaches.

SIGNATURE _____ DATE NOV. 27, 1993

++

VARIETY CODE Number	Abbreviation			
240	RRSF-J	RIO RED/STAR (RIOSTAR)	GF	JUICE
230	RR-J	RUBY RED (RUBYSWEET)	GF	JUICE
220	LO-J	VALENCIA (LATE ORANGE)		JUICE
210	EO&MS-JUI	EARLY & MID-SEASON ORANGE		JUICE
140	RRSR-F	RIO RED/STAR (RIOSTAR)	GF	FRESH
130	RR-F	RUBY RED (RUBYSWEET)	GF	FRESH
120	LO-F	VALENCIA (LATE ORANGE)		FRESH
110	EO&MS-F	EARLY & MID-SEASON ORANGE		FRESH

CIGNA

a CIGNA company
Serviced by RAIN AND HAIL INSURANCE SERVICE, INC.
Managing General Agent for Crop Insurance
MULTIPLE PERIL CROP INSURANCE

HP-211201 For 1995 and succeeding years 10/14/93

CROP	1994 COVERAGE PRICE	LEVEL	1995 COVERAGE ELECTIONS PRICE A	PRICE B	PRICE C	LEVEL 1	LEVEL 2	LEVEL 3	CA
CTRUS									
EGNS	175.00	.65		175.00*		.35	.50	.65*	4.75
RR-J	150.00	.65		150.00*		.35	.50	.65*	4.75
RRSFJ	150.00	.65		150.00*		.35	.50	.65*	4.75

CIRCLE A, B or C AND 1, 2, or 3

1995 PRICE AND LEVEL IF NO ELECTION IS MADE SALES CLOSING 1/3

The premium due for each crop year will be calculated on my share in the crop level and price elected and at the rates published and in effect for the current crop subject to applicable adjustments.

This insurance policy is reinsured by the Federal Crop Insurance Corporation und provisions of the Federal Crop Insurance Act, as amended (the Act) (7 U.S.C. 15 seq.), and all terms of the policy and rights and responsibilities of the parties are cifically subject to the Act and the regulations under the Act published in Chapter 7 CFR.

* A. Production sold or in commercial storage. B. On farm storage recorded bin measurem
C. Livestock feeding record. D. Appraisal. E. ASCS loan record. F. Other

PRODUCER/OWNER INFORMATION

C & J SAPP PUBLISHING CO
P O BOX 5246
MCALLEN TX 78502-5246

PHONE: 210/618-4722
TAX I.D.: 265-60-1499

AGENCY INFORMATION

VALLEY AG INSURANCE SERV. INC.
PO BOX 2648
MCALLEN TX 78502-2648

PHONE: 210/687-3326
CODE: 2422-00

LOSS PAYABLE TO ME AND

APPLICATION AND PRODUCTION REPORT

STATE	CODE	PREVIOUS CARRIER
TEXAS	42	
COUNTY	**CODE**	**PREVIOUS POLICY**
HIDALGO	215	

D	CROP, PRAC, TYPE A	FARM UNIT B	ASCS # C	ASCS YIELD D	INT. % E	OTHER PERSONS SHARING IN CROP F	COUNTY LOT/TRACT/RANGE/SECTION SUBDIVISION RISK G	UNIT DESCRIPTION I	INFORMATION PRODUCTION J	ACRES K	* L	YIELD M
1	26 CTRUS 210 WFP 2000 RRSFJ	1.00	0	1	000		H DALGO			6.1		
2	26 CTRUS 210 WFP 2000 RR-J	2.00	0	1	000		H DALGO			12.7		
3	26 CTRUS 210 WFP 2000 RRSFJ	2.00	0	1	000		H DALGO			13.0		
4	26 CTRUS 0 WFP 000 RRSFJ	3.00	0	1	000		H DALGO			14.5		
5	26 CTRUS 210 WFP 2000 RRSFJ	5.00	0	1	000		H DALGO			9.6		

I certify that the information I have furnished as reflected on this form is complete and accurate for the commodity(ies), unit(s) and year(s) shown. I understand his form may be reviewed or audited and that information inaccurately reported or failure to retain records to support information on this form, may result in a recomputation of the approved APH yield. I also understand that failure to report completely and accurately may result in voidance of my crop insurance contract and may result in criminal or civil false claims penalties (18 U.S.C. 1001, 1006, 1014; 31 U.S.C. 3729, 3730).

ACCEPTANCE. When this application is accepted by us the policy will be in effect for the first crop year specified above, unless the time for submitting applications has passed the cancellation date. The policy will continue for each succeeding crop year until cancelled or terminated as provided in the policy. We will not provide coverage if you knowingly concealed or misrepresented any material fact or circumstance relating to this insurance.

This policy will be void in the event you are restricted from receiving benefits under the Federal Crop Insurance Act or in the event action is pending which may restrict your eligibility to receive such benefits or, in the event federal authorization and funding of the crop program is not provided.

For the purpose relating to this insurance I hereby authorize representative(s) of the Company access to and examination of insured crops and records pertaining to the above described farm in the appropriate A.S.C.S. or other governmental agency office(s).

Dated 11-30-93 o'clock M. 19

Ray Prewett
Licensed Agent's signature

I declare the facts stated herein to be true and I personally guarantee payment of the total premium.

Applicant's/Guarantor's Signature

UNDERWRITING DATA	YES
Are you now indebted to the FCIC or to any other insurance company for unpaid crop insurance premium? Unpaid premiums affect your eligibility to receive benefits.	✓
Have you ever had a crop insurance policy cancelled or otherwise terminated for any reason other than unpaid premium?	
Do you have another Multiple Peril Crop Insurance Policy or Federal Crop Insurance Corporation Policy on your share of the insured crops?	

On or before 10/01/93, the Undersigned, in consideration of the issuance of the policy above, hereby agrees to pay, at 1501 50th Street, Suite 200, West Des Moines, Iowa 50266, to the or the Company the total premium, all as allowed by law. The Undersigned agrees to pay the ma amount of interest on the total unpaid premium after such due dates plus reasonable costs of collectic attorney fees, all as allowed by law. The Undersigned agrees and acknowledges that the Compan deduct any and all amounts owed under this policy or any other policy, whether or not due, from an payable to you under the policy shown above.

WE RESERVE THE RIGHT TO CORRECT ERRORS MADE IN COMPUTATION

SEE REVERSE SIDE OF FORM FOR STATEMENT REQUIRED BY THE PRIVACY ACT OF 1974

RH-1878-94 CC

CIGNA

a CIGNA company
Crop Insurance Serviced by **RAIN AND HAIL INSURANCE SERVICE, INC.**

MULTIPLE PERIL CROP INSURANCE

NP-224494	For 1994	and succeeding years	8/02/93	2 06

COVERAGE

CROP	PRICE	LEVEL	EXPERIENCE	OPTION	FINAL PLANTING DATE

PRODUCER/OWNER INFORMATION

C & J SAPP PUBLISHING CO
PO BOX 5246
MCALLEN TX 78502-5246

PHONE: 601/467-4397 TAX I.D.: 265-40-1499

AGENCY INFORMATION

VALLEY AG INSURANCE SERV. INC.
PO BOX 2648
MCALLEN TX 78502-2648

PHONE: 210/687-3326 CODE: 2492-00

Refer to page one for price and level elections

LOSS PAYABLE TO ME AND

STATE	CODE
TEXAS	42
COUNTY	**CODE**
HIDALGO	215

1994 SUMMARY OF COVERAGE

Line Number	Crop	Farm Unit	ASCS Number	Interest	Other Persons Sharing in Crop	County	LOT, BLOCK & SUBDIVISION / Section/Quarter	Twp # Range#	Average TREE/VINE/BE	Acre Guarantee	Acres	Plant Date	Total Guarantee	Price COVERAGE	Liability	Risk Area	Rate	Pr
13.0	CTRFE						73-76											
YLDE	WWC	6.00	0	1.000		HIDALGO			208.0	2,403.0	14.00	5/01/90	33,642.0	100 %	33,642	002	4.70	1
10.0	RRSR						DUFFING 1											
14.0	CTREE						73-76											
YLDE	WWC	6.00	0	1.000		HIDALGO			208.0	1,602.0	2.20	11/13/91	3,524.0	100 %	3,524	002	4.70	
11.0	RRSR						DUFFING 1											

Please check the accuracy of the above information especially crop practices interest and acres
$1HO REDUCTIONS on Fall-seeded crops after APRIL 18, 1993$$$ upward revisions by inspection only
No corrections may be made after a loss has been paid

INSURED PREMIUM	$
SUBSIDY	$
BASE PREMIUM	$
PREMIUM DUE DATE	03/01

CIGNA

a CIGNA company
Crop Insurance Serviced by **RAIN AND HAIL INSURANCE SERVICE, INC.**
MULTIPLE PERIL CROP INSURANCE

HP-234494 For 1994 and succeeding years | 8/03/93 | 1 OF 2

COVERAGE

CROP	PRICE	LEVEL	EXPERIENCE	OPTION	FINAL PLANTING DATE
CTRFE		.65	1.60	BASI	

PRODUCER/OWNER INFORMATION

C & J SAPP PUBLISHING CO
PO BOX 5246
MCALLEN TX 78502-5246

PHONE: 601/467-4397
TAX I.D.: 285-30-1699

AGENCY INFORMATION

VALLEY AG INSURANCE SERV. INC.
PO BOX 2648
MCALLEN TX 78502-2648

PHONE: 210/687-3326
CODE: 2492-00

LOSS PAYABLE TO ME AND

STATE	CODE
TEXAS	42

COUNTY	CODE
HIDALGO	215

1994 SUMMARY OF COVERAGE

Line Number	Crop	Farm Unit	ASCS Number	Interest	Other Persons Sharing in Crop	County	LOT, BLOCK & SUBDIVISION / Section/Quarter	Twp # Range#	Average TREE/ACRE	Acre Guarantee	Acres	Plant Date	Total Guarantee	Price COVERAGE	Liability	Risk Area	Rate	Pre
1.0	CTREE						75											
YLD#	WUC	1.00	0	1.000		HIDALGO	1		148.0	2,250.0	10.80	5/01/90	24,300.0	100 %	24,300	002	4.60	1,
2.0	RRSR						LA HOMA 1											
2.0	CTREE						75											
YLD#	WUC	1.00	0	1.000		HIDALGO	1		146.0	2,000.0	1.90	10/01/90	3,800.0	100 %	3,800	002	4.60	
3.0	RRSR						LA HOMA 1											
3.0	CTREE						125 126											
YLD#	WUC	2.00	0	1.000		HIDALGO	3		141.0	2,169.0	10.10	5/01/90	21,907.0	100 %	21,907	002	4.60	1,
4.0	RRSR						LAHOMA 2											
4.0	CTREE						125-126											
Y#	WUC	2.00	0	1.000		HIDALGO	3		146.0	2,000.0	1.40	10/30/90	2,800.0	100 %	2,800	002	4.60	
5.0	RRSR						LA HOMA 2											
10.0	CTREE						76-77											
YLD#	WUC	5.00	0	1.000		HIDALGO	3		125.0	2,097.0	3.70	5/01/90	7,759.0	100 %	7,759	002	4.60	
8.0	RRSR						LA HOMA 1											
11.0	CTREE						76-77											
YLD#	WUC	5.00	0	1.000		HIDALGO	3		122.0	1,834.0	0.50	11/01/90	932.0	100 %	932	002	4.60	
9.0	RRSR						LA HOMA 1											
12.0	CTREE						76-77											
YLD#	WUC	5.00	0	1.000		HIDALGO	3		122.0	1,398.0	1.70	5/01/92	2,377.0	100 %	2,377	002	4.60	
13.0	RRSR						LA HOMA 1											

Please check the accuracy of the above information especially crop, practice, interest and acres
##NO REDUCTIONS on Fall-seeded crops after APRIL 10, 1993### upward revisions by inspection only
No corrections may be made after a loss has been paid

COMPANY

CIGNA

a CIGNA company
Serviced by RAIN AND HAIL INSURANCE SERVICE, INC.
Managing General Agent for Crop Insurance
MULTIPLE PERIL CROP INSURANCE

POLICY NUMBER For 1994 and succeeding year

PAGE ____ of ____

COVERAGE			COVERAGE ELECTIONS	
CROP	PRICE	LEVEL	PRICE	LEVEL
CTREE				65%

RECEIVED
AUG 04 1993
RAIN & HAIL INSURANCE

PRODUCER/OWNER INFORMATION
C & J SAPP PUBLISHING CO
PO BOX 5246
McALLEN TX 78502-5246
PHONE 210/618-4792 TAX I.D. 265-68-1699

AGENT INFORMATION
VALLEY AG INSURANCE
P.O. BOX 2648
McALLEN, TEXAS 78502
PHONE 210/687-3326 CODE 2492-00

LOSS PAYABLE TO ME AND
TEXAS STATE BANK
McALLEN TX

APPLICATION AND PRODUCTION REPORT

STATE	CODE	PREVIOUS CARRIER
TEXAS	42	
COUNTY	CODE	PREVIOUS POLICY
HIDALGO	215	

The premium due for each crop year will be calculated on my share in the crop at and practices elected and at the rates published and in effect for the current crop year to applicable adjustments.
This insurance policy is reinsured by the Federal Crop Insurance Corporation u provisions of the Federal Crop Insurance Act, as amended (the Act) (7 U.S.C. seq.), and all terms of the policy and rights and responsibilities of the parties are sp subject to the Act and the regulations under the Act published in Chapter IV of 7 CF

* A. Production sold or in commercial storage. B. On farm storage recorded bin measurem
C. Livestock feeding record. D. Appraisal. E. ASCS loan record. F. Other

CROP KIND A	CROP PRACTICE B	CROP TYPE C	FARM UNIT D	ASCS # E	ASCS YIELD F	INT % G	OTHER PERSONS SHARING IN CROP H	COUNTY I	TWP # DIR N/S J	RNG # DIR E/W K	SECTION/QUARTER L	TOTAL PRODUCTION M	ACRES PLANTED N	AVERAGE YIELD O	RECORD TYPE P*
25 CTREE	WWC	EO&MS	1.00			1.000		HIDALGO	Lots 77 & 78 LA HOMA #2						
25 CTREE	WWC	RRSR	2.00			1.000		HIDALGO	" " " "			SEE ATTACHED SUMMARY OF COVERAGE ON MP-224493			

I certify that the information I have furnished as reflected on this form is complete and accurate for the commodity(ies), unit(s) and year(s) shown. I understand that information inaccurately reported may result in a recomputation of the approved APH yield. I also understand that failure to report completely and accurately may result in voidance of my crop insurance contract and may result in criminal or civil false claims actions.
ACCEPTANCE. When this application is accepted by us the policy will be in effect for the first crop year specified above, unless the time for submitting applications has passed the cancellation date. The policy will continue for each succeeding crop year until cancelled or terminated as provided in the policy.
We will not provide coverage if you knowingly concealed or misrepresented any material fact or circumstance relating to this insurance.
This policy will be void in the event you are restricted from receiving benefits under the Federal Crop Insurance Act or in the event action is pending which may restrict your eligibility to receive such benefits or, in the event federal authorization and funding of the crop program is not provided.
For the purpose relating to this insurance I hereby authorize representative(s) of the Company access to and examination of insured crops and records pertaining to the above described farm in the appropriate A.S.C.S. or other governmental agency office(s).

Dated ____ o'clock ____ M., 26th day of 93
R. Ray Sapp

I declare the facts stated herein to be true and I personally guarantee payment of the premium.
C & J SAPP PUBLISHING Co
By: R. Ray Sapp Pres.

UNDERWRITING DATA	YI
Are you now indebted to the FCIC or to any other insurance company for unpaid crop insurance premium? Unpaid premiums affect your eligibility to receive benefits.	
Have you ever had a crop insurance policy cancelled or otherwise terminated for any reason other than unpaid premium?	
Do you have another Multiple Peril Crop Insurance Policy or Federal Crop Insurance Corporation Policy on your share of the insured crops?	

On or before 03-01-94, the Undersigned, in consideration of the issuance of the policy(s) show hereby agrees to pay, at 1501 50th Street, Suite 200, West Des Moines, Iowa 50266, to the order of the the total premium, all as allowed by law. The Undersigned agrees to pay the maximum amount of intere total unpaid premium after such due dates plus reasonable costs of collection and attorney fees, all as al law. The Undersigned agrees and acknowledges that the Company may deduct any and all amounts ow

COMPANY COPY

CIGNA

CIGNA INSURANCE COMPANY OF TEXAS
a CIGNA company
Serviced by RAIN & HAIL INSURANCE SERVICE, INC.
Managing General Agent for Crop Insurance
MULTIPLE PERIL CROP INSURANCE

POLICY NUMBER	DATE PRINTED	PAGE
MP-224494 For 1993 and succeeding years	04/20/92	3 OF 3

CROP	1992 COVERAGE PRICE	1992 COVERAGE LEVEL	1993 COVERAGE ELECTIONS PRICE LEVEL	CANCE
			Refer to page one for price and level elections	

SALES CLOSING DATE 5/31/92

PRODUCER/OWNER INFORMATION
J SAPP PUBLISHING CO
BOX 2037
ST LOUIS MO 63521-2037

PHONE 1/467-4357

TAX I.D. 765-60-1459

LOSS PAYABLE TO ME AND

AGENCY INFORMATION
VALLEY AG INSURANCE SERV. INC.
PO BOX 2648
MCALLEN TX 78502-2648

PHONE 512/687-3326

CODE 2492-00

1992 PRODUCTION REPORT

PREVIOUS CARRIER

PREVIOUS POLICY 152590

STATE TEXAS — CODE 42

COUNTY HIDALGO — CODE 215

CROP KIND A	CROP PRACTICE B	CROP TYPE C	FARM UNIT NO. D	ASCS # E	ASCS YIELD F	INT % G	OTHER PERSONS SHARING IN CROP H	COUNTY I	LOT / BLOCK / SUBDIVISION J	TWP # DIR N/S K	RANGE # DIR E/W L	TOTAL PRODUCTION M	ACRES PLANTED N	AVERAGE YIELD	RECORD TYPE P*	SLT OUT DATE
5 CITREE	230 WWC	0400 RISK	6.00	0		1.000		HIDALGO	73-76 DEFICNO 1	RISK		TREE COUNT 440	2.2	TREE/ACRE 204		11

*A. Production sold or in commercial storage. B. On farm storage recorded bin measurement. C. Livestock feeding records. D. Appraisal. E. ASCS loan rec F. Other

The premium due for each crop year will be calculated on my share in the crop at the level and price elected and a the rates published and in effect for the current crop year subject to applicable adjustments.

This insurance policy is reinsured by the Federal Crop Insurance Corporation under the provisions of the Federa Crop Insurance Act, as amended (the Act) (7 U.S.C. 1501 et seq.), and all terms of the policy and rights an responsibilities of the parties are specifically subject to the Act and the regulations under the Act published Chapter IV of 7CFR.

I certify that the information I have furnished as reflected on this form is complete and accurate for the commodity(ies), unit(s) and year(s) shown. I understand that information inaccurately reported may result in a recomputation of the approved APH yield. I also understand that failure to report completely and accurately may result in voidance of my crop insurance contract and may result in criminal or civil false claims actions.

ACCEPTANCE. When this application is accepted by us the policy will be in effect for the first crop year specified above, unless the time for submitting applications has passed the cancellation date. The policy will continue for each succeeding crop year until canceled or terminated as provided in the policy.

We will not provide coverage if you knowingly concealed or misrepresented any material fact or circumstance relating to this insurance.

...restricted from receiving benefits under the Federal Crop Insurance Act or that action is pending which may restrict your eligibility to receive

...to and examination of insured crops and records pertaining to the above

UNDERWRITING DATA

Are you now indebted to the FCIC or to any other insurance company for unpaid crop insurance premium? Unpaid premiums affect your eligibility to receive benefits.

Have you ever had a crop insurance policy canceled or otherwise terminated for any reason other than unpaid premium?

Do you have another Multiple Peril Crop Insurance Policy or Federal Crop Insurance Corporation Policy on your share of the insured crops?

On or before 03/01/93 the Undersigned, for value received, hereby promises to pay to t ...amounts, a 18.0% per annum late payment ...the Compa

YE

COMPANY COPY

CIGNA

CIGNA INSURANCE COMPANY OF TEXAS
a CIGNA company
Serviced by RAIN & HAIL INSURANCE SERVICE, INC.
Managing General Agent for Crop Insurance
MULTIPLE PERIL CROP INSURANCE

POLICY NUMBER	DATE PRINTED	PAGE
HP-224494 For 1993 and succeeding years	04/20/92	2 OF

1992 COVERAGE			1993 COVERAGE ELECTIONS	
CROP	PRICE	LEVEL	PRICE	LEVEL
			Refer to page one for price and level elections	
			SALES CLOSING DATE	5/31/92

PRODUCER/OWNER INFORMATION
C & J SAPP PUBLISHING CO
PO BOX 2037
BAY SAINT LOUIS MS 39521-2037

PHONE: 601/467-4397 TAX I.D.: 265-60-1699

AGENCY INFORMATION
VALLEY AG INSURANCE SERV. INC.
PO BOX 2648
MCALLEN TX 78502-2648

PHONE: 512/687-3526 CODE: 2492-00

LOSS PAYABLE TO ME AND

1992 PRODUCTION REPORT

STATE	CODE	PREVIOUS CARRIER
TEXAS	42	

COUNTY	CODE	PREVIOUS POLICY
HIDALGO	215	152590

CROP KIND A	CROP PRACTICE B	CROP TYPE C	FARM UNIT D	ASCS # E	ASCS YIELD F	INT % G	OTHER PERSONS SHARING IN CROP H	COUNTY I	SECTION/QUARTER LOT, BLOCK & SUBDIVISION	TWP # DIR N/S	RISK	RANGE # DIR E/W L	TOTAL PRODUCTION TREE COUNT	ACRES PLANTED M	AVERAGE YIELD TREE/ACRE	RECORD TYPE P*	SLT DAT
25 CTREE	230 WWC	0400 RKSR	4.00	0		1.000		HIDALGO	L/2 289-291-293 DENISEN GROVES				1,735	9.2	189		
25 CTREE	230 WWC	0400 RKSR	4.00	0		1.000		HIDALGO	L/2 289-291-293 DENISEN GROVE				159	0.9	177		
25 CTREE	230 WWC	0400 RKSR	5.00	0		1.000		HIDALGO	76-77 3 LA HOYA 1				464	3.5	133		
25 CTREE	230 WWC	0400 RKSR	5.00	0		1.000		HIDALGO	76-77 3 LA HOYA 1				66	0.5	132		
25 CTREE	230 WWC	0400 RKSR	6.00	0		1.000		HIDALGO	73-76 QUEENO 1				2,918	14.0	208		

*A. Production sold or in commercial storage. C. Livestock feeding records. E. ASCS loa
B. On farm storage recorded bin measurement. D. Appraisal. F. Other

The premium due for each crop year will be calculated on my share in the crop at the level and price electe the rates published and in effect for the current crop year subject to applicable adjustments.

This insurance policy is reinsured by the Federal Crop Insurance Corporation under the provisions of the Crop Insurance Act, as amended (the Act) (7 U.S.C. 1501 et seq.), and all terms of the policy and rig responsibilities of the parties are specifically subject to the Act and the regulations under the Act publi Chapter IV of 7 CFR.

I certify that the information I have furnished as reflected on this form is complete and accurate for the commodity(ies), unit(s) and year(s) shown. I understand that information inaccurately reported may result in a recomputation of the approved APH yield. I also understand that failure to report completely and accurately may result in voidance of my crop insurance contract and may result in criminal or civil false claims actions.

ACCEPTANCE. When this application is accepted by us the policy will be in effect for the first crop year specified above, unless the time for submitting applications has passed the cancellation date. The policy will continue for each succeeding crop year until cancelled or terminated as provided in the policy.

We will not provide coverage if you knowingly concealed or misrepresented any material fact or circumstance relating to this insurance.

This policy will be void in the event you are restricted from receiving benefits under the Federal Crop Insurance Act or that action is pending which may restrict your eligibility to receive such benefits.

For the purposes relating to this insurance I hereby authorize representative(s) of the Company access to and examination of insured crops and records pertaining to the above described farm in the appropriate A.S.C.S. or other governmental agency office(s).

Dated MAY 27 1992 o'clock ___ M., _____ 19___

I declare the facts stated herein to be true.

UNDERWRITING DATA	YES
Are you now indebted to the FCIC or to any other insurance company for unpaid crop insurance premium? Unpaid premiums affect your eligibility to receive benefits.	
Have you ever had a crop insurance policy cancelled or otherwise terminated for any reason other than unpaid premium?	
Do you have another Multiple Peril Crop Insurance Policy or Federal Crop Insurance Corporation Policy on your share of the insured crops?	

On or before 03/01/93 the Undersigned, for value received, hereby promises to pay to the order Company the total premium. For all overdue amounts, a 18.0% per annum late payment charge w

CIGNA

CIGNA INSURANCE COMPANY OF TEXAS
a CIGNA company
Serviced by RAIN & HAIL INSURANCE SERVICE, INC.
Managing General Agent for Crop Insurance
MULTIPLE PERIL CROP INSURANCE

POLICY NUMBER	DATE PRINTED	PAGE
HP-224494 For 1993 and succeeding years	04/20/92	1 OF

1992 COVERAGE			1993 COVERAGE ELECTIONS		
CROP	PRICE	LEVEL		PRICE	LEVEL
CTREE		.65	100% COVERAG.	.30	.658.75

PRODUCER/OWNER INFORMATION

C & J SAPP PUBLISHING CO
PO BOX 2037
BAY SAINT LOUIS MS 39521-2037

PHONE 601/467-4397 TAX I.D. 265-60-1699

AGENCY INFORMATION

VALLEY AG INSURANCE SERV. INC.
PO BOX 2648
MCALLEN TX 78502-2648

PHONE 512/687-3326 CODE 2492-00

RECEIVED
JUN 01 1992

SALES CLOSING DATE 5/31/92

LOSS PAYABLE TO ME AND

RAIN & HAIL

1992 PRODUCTION REPORT

1993 PRICE AND LEVEL IF NO ELECTION IS MADE

The premium due for each crop year will be calculated on my share in the crop at the level and price electi the rates published and in effect for the current crop year subject to applicable adjustments.

This insurance policy is reinsured by the Federal Crop Insurance Corporation under the provisions of the Crop Insurance Act, as amended (the Act) (7 U.S.C. 1501 et seq.), and all terms of the policy and ri responsibilities of the parties are specifically subject to the Act and the regulations under the Act pub Chapter IV of 7 CFR.

STATE	CODE	PREVIOUS CARRIER
TEXAS	42	
COUNTY	CODE	PREVIOUS POLICY
HIDALGO	215	102690

*A. Production sold or in commercial storage. B. On farm storage recorded bin measurement. C. Livestock feeding records. D. Appraisal. E. ASCS lo F. Other

CROP KIND A	CROP PRACTICE B	CROP TYPE C	FARM UNIT D	ASCS # E	ASCS YIELD F	INT % G	OTHER PERSONS SHARING IN CROP H	COUNTY I	SECTION/QUARTER LOT, BLOCK & SUBDIVISION	TWP # DIR N/S	RANGE # DIR E/W L	TOTAL PRODUCTION TREE COUNT	ACRES PLANTED N	AVERAGE YIELD TREE/ACRE	RECORD TYPE P*	SLT DAT
25 CTREE	230 WWC	0400 RRSR	1.00	0		1.000		HIDALGO	75 1 LA HOMA 1			1,632	11.1	147		
25 CTREE	230 WWC	0400 RRSR	1.00	0		1.000		HIDALGO	75 1 LA HOMA 1			239	1.6	149		
25 CTREE	230 WWC	0400 RRSR	2.00	0		1.000		HIDALGO	125 126 3 LAHOMA 2			1,424	10.0	142		
25 CTREE	230 WWC	0400 RRSR	2.00	0		1.000		HIDALGO	125-126 3 LA HOMA 2			208	1.5	139		
25 CTREE	230 WWC	0100 FDRS	3.00	0		1.000		HIDALGO	1/2 289-291-293 SEN/SEN GROVES			319	1.7	188		

I certify that the information I have furnished as reflected on this form is complete and accurate for the commodity(ies), unit(s) and year(s) shown. I understand that information inaccurately reported may result in a recomputation of the approved APH yield. I also understand that failure to report completely and accurately may result in voidance of my crop insurance contract and may result in criminal or civil false claims actions.

ACCEPTANCE. When this application is accepted by us the policy will be in effect for the first crop year specified above, unless the time for submitting applications has passed the cancellation date. The policy will continue for each succeeding crop year until cancelled or terminated as provided in the policy.

We will not provide coverage if you knowingly concealed or misrepresented any material fact or circumstance relating to this insurance.

This policy will be void in the event you are restricted from receiving benefits under the Federal Crop Insurance Act or that action is pending which may restrict your eligibility to receive such benefits.

For the purposes relating to this insurance I hereby authorize representative(s) of the Company access to and examination of insured crops and records pertaining to the above described farm in the appropriate A.S.C.S. or other governmental agency office(s).

UNDERWRITING DATA	YES
Are you now indebted to the FCIC or to any other insurance company for unpaid crop insurance premium? Unpaid premiums affect your eligibility to receive benefits.	
Have you ever had a crop insurance policy cancelled or otherwise terminated for any reason other than unpaid premium?	
Do you have another Multiple Peril Crop Insurance Policy or Federal Crop Insurance Corporation Policy on your share of the insured crops?	

Dated MAY 27 1992 o'clock M., 19

Ran Daniel

I declare the facts stated herein to be true.

On or before 03/01/93 the Undersigned, for value received, hereby promises to pay to the orde Company the total premium. For all overdue amounts, a 18.0% per annum late payment charge imposed. Reasonable costs of collection and Attorney's fees may be added. I agree the Company may

CIGNA INSURANCE COMPANY OF TEXAS

CIGNA

a CIGNA company
Crop Insurance Serviced by RAIN AND HAIL INSURANCE SERVICE, INC.
MULTIPLE PERIL CROP INSURANCE

POLICY NUMBER	DATE PRINTED	PAGE
MP-224493 For 1994 and succeeding years	8/02/93	2 OF

COVERAGE

CROP	PRICE	LEVEL	EXPERIENCE	OPTION	FINAL PLANTING DATE

PRODUCER/OWNER INFORMATION

C & J SAPP PUBLISHING CO
P O BOX 5246
MCALLEN TX 78502-5246

PHONE 210/618-4792 TAX I.D. 265-68-1699

AGENCY INFORMATION

VALLEY AG INSURANCE SERV. INC.
PO BOX 2648
MCALLEN TX 78502-2648

PHONE 210/687-3326 CODE 2492-00

Refer to page one for price and level elections

LOSS PAYABLE TO ME AND

TEXAS STATE BANK - MCALLEN TX

STATE	CODE
TEXAS	42
COUNTY	CODE
HIDALGO	215

1994 SUMMARY OF COVERAGE

Line Number	Crop	Farm Unit	ASCS Number	Interest	Other Persons Sharing in Crop	County	Section/Quarter LOT, BLOCK & SUBDIVISION	Twp # & Range	Average TREE/ACRE	Acre Guarantee	Acres	Plant Date	Total Guarantee	Price COVERAGE	Liability	Risk Area	Rate	P
8.0	CTREE						1/2 289-291-293											
YLD#	WWC	3.00	0	1.000		HIDALGO			202.0	1,344.0	0.50	5/01/92	672.0	100 %	672	002	3.40	
14.0	EO&MS						BENTSEN GROVES											
9.0	CTREE						1/2 289-291-293											
YLD#	WWC	4.00	0	1.000		HIDALGO			190.0	2,016.0	9.20	5/01/90	18,547.0	100 %	18,547	002	4.60	
15.0	RRGF						BENTSEN GROVES											
10.0	CTREE						1/2 289-291-293											
YLD#	WWC	4.00	0	1.000		HIDALGO			180.0	1,344.0	0.90	11/01/91	1,210.0	100 %	1,210	002	4.60	
14.0	RRGF						BENTSEN GROVE											

Please check the accuracy of the above information especially crop, practice, interest and acres
NO REDUCTIONS on Fall-seeded crops after APRIL 18, 1993; upward revisions by inspection only
No corrections may be made after a loss has been paid

INSURED PREMIUM
SUBSIDY
BASE PREMIUM
PREMIUM DUE DATE 03/

REVISED

CIGNA

CIGNA INSURANCE COMPANY OF TEXAS

a CIGNA company

Crop Insurance Serviced by RAIN AND HAIL INSURANCE SERVICE, INC.

MULTIPLE PERIL CROP INSURANCE

POLICY NUMBER		DATE PRINTED	PAGE
MP-224493	For 1994 and succeeding years	8/02/93	1 OF

COVERAGE

CROP	PRICE	LEVEL	EXPERIENCE	OPTION	FINAL PLANTING DATE
CTKEE		.65	1.00	HAIL	

PRODUCER/OWNER INFORMATION

C & J SAPP PUBLISHING CO
P O BOX 5246
MCALLEN TX 78502-5246

PHONE: 210/618-4792 TAX I.D.: 265-68-1699

AGENCY INFORMATION

VALLEY AG INSURANCE SERV. INC.
PO BOX 2648
MCALLEN TX 78502-2648

PHONE: 210/687-3326 CODE: 2492-00

LOSS PAYABLE TO ME AND:

TEXAS STATE BANK - MCALLEN TX

STATE	CODE
TEXAS	42
COUNTY	CODE
HIDALGO	215

1994 SUMMARY OF COVERAGE

Line Number	Crop	Farm Unit	ASCS Number	Interest	Other Persons Sharing in Crop	County	LOT, BLOCK & SUBDIVISION / Section/District	Twp # / Range#	Average TREE/ACRE	Acre Guarantee	Acres	Plant Date	Total Guarantee	Price COVERAGE	Liability	Risk Area	Rate	P
1.0	CTREE						77-78											
YLD# 5.0	WWC EQ#MS	1.00	0	1.000		HIDALGO	LA HOMA 2		141.0	2,169.0	7.70	5/01/90	16,701.0	100 %	16,701	002	3.40	
2.0	CTREE						77-78											
YLD# 10.0	WWC EQ#MS	1.00	0	1.000		HIDALGO	LAHOMA 2		139.0	1,446.0	2.20	10/30/91	3,181.0	100 %	3,181	002	3.40	
3.0	CTREE						77-78											
YLD# 8.0	WWC RRSR	2.00	0	1.000		HIDALGO	LA HOMA 2		131.0	2,169.0	9.70	5/01/90	21,039.0	100 %	21,039	002	4.60	
	CTREE						77-78											
YLD# 9.0	WWC RRSR	2.00	0	1.000		HIDALGO	LA HOMA 2		142.0	1,928.0	0.50	1/10/91	964.0	100 %	964	002	4.60	
5.0	CTREE						77-78											
YLD# 11.0	WWC RRSR	2.00	0	1.000		HIDALGO	LAHOMA 2		128.0	1,398.0	1.10	10/30/91	1,538.0	100 %	1,538	002	4.60	
6.0	CTREE						1/2 289-291-293											
YLD# 12.0	WWC EQ#MS	3.00	0	1.000		HIDALGO	BENTSEN GROVES		185.0	2,016.0	1.70	5/01/90	3,427.0	100 %	3,427	002	3.40	
7.0	CTREE						1/2 289-291-293											
YLD# 13.0	WWC EQ#MS	3.00	0	1.000		HIDALGO	BENTSEN GROVES		180.0	1,344.0	0.60	11/01/91	806.0	100 %	806	002 -	3.40	

Please check the accuracy of the above information especially crop, practice, interest and acres
NO REDUCTIONS on Fall-seeded crops after APRIL 18, 1993; upward revisions by inspection only
No corrections may be made after a loss has been paid

CIGNA

a CIGNA company
Serviced by RAIN AND HAIL INSURANCE SERVICE, INC.
Managing General Agent for Crop Insurance
MULTIPLE PERIL CROP INSURANCE

POLICY NUMBER 224493 For 1994 and succeeding years

PAGE ____ of ____

PRODUCER/OWNER INFORMATION	AGENCY INFORMATION
C & J SAPP PUBLISHING CO	VALLEY AG INSURANCE
PO BOX 5246	P.O. BOX 2648
McALLEN TX 78502-5246	McALLEN, TEXAS 78502
PHONE 210/618-4893 TAX I.D. 265-68-1699	PHONE 210/68703326 CODE 2492-00

LOSS PAYABLE TO ME AND

TEXAS STATE BANK
McALLEN TX
STATE CODE

TEXAS 42
COUNTY CODE

HIDALGO 215

APPLICATION AND PRODUCTION REPORT

PREVIOUS CARRIER

PREVIOUS POLICY

COVERAGE		COVERAGE ELECTIONS	
CROP	PRICE LEVEL	PRICE LEVEL	CA
CTREE		65%	

The premium due for each crop year will be calculated on my share in the crop at t
and price elected and at the rates published and in effect for the current crop year
to applicable adjustments.
This insurance policy is reinsured by the Federal Crop Insurance Corporation u
provisions of the Federal Crop Insurance Act, as amended (the Act) (7 U.S.C.
seq.), and all terms of the policy and rights and responsibilities of the parties are sp
subject to the Act and the regulations under the Act published in Chapter IV of 7 CF

* A. Production sold or in commercial storage. B. On farm storage recorded bin measurem
C. Livestock feeding record. D. Appraisal. E. ASCS loan record. F. Other

CROP KIND A	CROP PRACTICE B	CROP TYPE C	FARM UNIT D	ASCS # E	ASCS YIELD F	INT % G	OTHER PERSONS SHARING IN CROP H	COUNTY I	TWP # DIR N/S J	RNG # DIR E/W K	SECTION/QUARTER L	TOTAL PRODUCTION M	ACRES PLANTED N	AVERAGE YIELD O	RECORD TYPE P*
25 CTREE	WWC	EO&MS	1.00			1.000		HIDALGO	Lots 77 & 78 LA HOMA #2			SEE ATTACHED SUMMARY OF COVERAGE ON MP 224493			
25 CTREE	WWC	RRSR	2.00			1.000		HIDALGO	" "						

I certify that the information I have furnished as reflected on this form is complete and accurate for the commodity(ies), unit(s) and year(s) shown. I understand that information inaccurately reported may result in a recomputation of the approved APH yield. I also understand that failure to report completely and accurately may result in voidance of my crop insurance contract and may result in criminal or civil false claims actions.
ACCEPTANCE. When this application is accepted by us the policy will be in effect for the first crop year specified above, unless the time for submitting applications has passed the cancellation date. The policy will continue for each succeeding crop year until cancelled or terminated as provided in the policy.
We will not provide coverage if you knowingly concealed or misrepresented any material fact or circumstance relating to this insurance.
This policy will be void in the event you are restricted from receiving benefits under the Federal Crop Insurance Act or in the event action is pending which may restrict your eligibility to receive such benefits or, in the event federal authorization and funding of the crop program is not provided.
For the purpose relating to this insurance I hereby authorize representative(s) of the Company access to and examination of insured crops and records pertaining to the above described farm in the appropriate A.S.C.S. or other governmental agency office(s).

26/1/93

I declare the facts stated herein to be true and I personally guarantee payment of the total premium

UNDERWRITING DATA

Are you now indebted to the FCIC or to any other insurance company for unpaid crop insurance premium? Unpaid premiums affect your eligibility to receive benefits.

Have you ever had a crop insurance policy cancelled or otherwise terminated for any reason other than unpaid premium?

Do you have another Multiple Peril Crop Insurance Policy or Federal Crop Insurance Corporation Policy on your share of the insured crops?

On or before 03-01-94, the Undersigned, in consideration of the issuance of the policy(s) hereby agrees to pay, at 1501 50th Street, Suite 200, West Des Moines, Iowa 50266, to the order o the total premium, all as allowed by law. The Undersigned agrees to pay the maximum amount of total unpaid premium after such due dates plus reasonable costs of collection and attorney fees, al law. The Undersigned agrees and acknowledges that the Company may deduct any and all amoun

COMPANY

CIGNA

a CIGNA company
Serviced by RAIN AND HAIL INSURANCE SERVICE, INC.
Managing General Agent for Crop Insurance
MULTIPLE PERIL CROP INSURANCE

POLICY NUMBER MP 224493 For 1994 and succeeding years

PAGE ____ of ____

PAGE .001

PRODUCER/OWNER INFORMATION
C & J SAPP PUBLISHING CO
PO BOX 5246
McALLEN TX 78502-5246
PHONE 210/618-4792 TAX I.D. 265-68-1699

COMPANY INFORMATION
VALLEY AG INSURANCE
P.O. BOX 2648
McALLEN, TEXAS 78502
PHONE 210/687-3326 CODE 2492-00

LOSS PAYABLE TO ME AND
TEXAS STATE BANK
McALLEN TX

APPLICATION AND PRODUCTION REPORT

STATE	CODE	PREVIOUS CARRIER
TEXAS	42	
COUNTY	CODE	PREVIOUS POLICY
HIDALGO	215	

CROP	COVERAGE PRICE LEVEL	COVERAGE ELECTIONS PRICE	LEVEL
CTREE			65%

The premium due for each crop year will be calculated on my share in the crop at
and price elected and at the rates published and in effect for the current crop yea
to applicable adjustments.
This insurance policy is reinsured by the Federal Crop Insurance Corporation u
provisions of the Federal Crop Insurance Act, as amended (the Act) (7 U.S.C.
seq.), and all terms of the policy and rights and responsibilities of the parties are s
subject to the Act and the regulations under the Act published in Chapter IV of 7 C

* A. Production sold or in commercial storage. B. On farm storage recorded via measurem
C. Livestock feeding record. D. Appraisal. E. ASCS loan record. F. Other

CROP CIND A	CROP PRACTICE B	CROP TYPE C	FARM UNIT D	ASCS # E	ASCS YIELD F	INT % G	OTHER PERSONS SHARING IN CROP H	COUNTY I	TWP # DIR N/S J	RNG # DIR E/W K	SECTION/QUARTER L	TOTAL PRODUCTION M	ACRES PLANTED N	AVERAGE YIELD O	RECORD TYPE P
5 CTREE	WWC	FO&MS	1.00			1.000		HIDALGO	Lots 77 & 78 LA HOMA #2			SEE ATTACHED SUMMARY OF COVERAGE ON MP-224493			
5 CTREE	WWC	RRSR	2.00			1.000		HIDALGO							
12.0															
3.0															
14.0															
15.0															
16.0															

FROM T... SHEET/TUCC

AUG 2 '93 9:07

I certify that the information I have furnished as reflected on this form is complete and accurate for the crop(s)/type(s), unit(s) and year(s) shown. I understand that information inaccurately reported may result in a recomputation of the approved APH yield. I also understand that failure to report completely and accurately may result in voidance of my crop insurance contract and may result in criminal or civil false claims action.

ACCEPTANCE. When this application is accepted by us the policy will be in effect for the first crop year specified above, unless the time for submitting applications has passed the cancellation date. The policy will continue for each succeeding crop year until cancelled or terminated as provided in the policy.
We will not provide coverage if you knowingly concealed or misrepresented any material fact or circumstance relating to this insurance.
This policy will be void in the event you are restricted from receiving benefits under the Federal Crop Insurance Act or in the event action is pending which may restrict your eligibility to receive such benefits or, in the event federal authorization and funding of the crop program is not provided.
For the purpose relating to this insurance I hereby authorize representative(s) of the Company access to and examination of insured crops and records pertaining to the above described farm in the appropriate A.S.C.S. or other governmental agency office(s).

Dated ____ o'clock M. 26/6/93

I declare the facts stated herein to be true and I personally grow the crop(s) or share(s) insured.

UNDERWRITING DATA

Are you now indebted to the FCIC or to any other insurance company for unpaid crop insurance premium? Unpaid premiums affect your eligibility to receive benefits.

Have you ever had a crop insurance policy cancelled or otherwise terminated for any reason other than unpaid premium?

Do you have another Multiple Peril Crop Insurance Policy or Federal Crop Insurance Corporation Policy on your share of the insured crops?

On or before 03-01-94, the Undersigned, in consideration of the issuance of the policy(s) sho hereby agrees to pay, at 1501 50th Street, Suite 200, West Des Moines, Iowa 50266, to the order of the total premium, all as allowed by law. The Undersigned agrees to pay the maximum amount of into total unpaid premium after such due dates plus reasonable c..sts of collection and attorney fees, all as law. The Undersigned agrees and acknowledges that the Company may deduct any and all amounts c

CIGNA INSURANCE COMPANY OF TEXAS

CIGNA

a CIGNA company

Crop Insurance Serviced by RAIN AND HAIL INSURANCE SERVICE, INC.

MULTIPLE PERIL CROP INSURANCE

POLICY NUMBER		DATE PRINTED	PAGE
MP-271248	For 1994 and succeeding years	12/21/93	1 OF

COVERAGE

CROP	PRICE	LEVEL	EXPERIENCE	OPTION	FINAL PLANTING DATE
CTRUS EDIMS	175.00	.65	1.00	HAIL	
CTRUS RRSFJ	150.00	.65	1.00	HAIL	

PRODUCER/OWNER INFORMATION

C & J SAPP PUBLISHING CO
PO BOX 5246
MCALLEN TX 78502-5246

PHONE 210/618-4792 TAX I.D. 265-60-1699

AGENCY INFORMATION

VALLEY AG INSURANCE SERV. INC.
PO BOX 2648
MCALLEN TX 78502-2648

PHONE 210/687-3326 CODE 2492-00

LOSS PAYABLE TO ME AND

TEXAS STATE BANK

STATE	CODE
TEXAS	42
COUNTY	CODE
HIDALGO	215

1994 SUMMARY OF COVERAGE

Line Number	Crop	Farm Unit	ASCS Number	Interest	Other Persons Sharing in Crop	County	LOT, BLOCK & SUBDIVISION	Twp & Range	Average TREE/ACRE	Acre Guarantee	Acres	Plant Date	Total Guarantee	Price COVERAGE	Liability	Risk Area	Rate	Pr
1.0 YLD# 1.0	CTRUS WFP-JU EDIMS	1.00	0	1.000		HIDALGO	77-78 LAHOMA #2		8.1	5.3	7.70		40.8	175.0000	7,140	SFB	2.90	
2.0 YLD# 2.0	CTRUS WFP RRSFJ	2.00	0	1.000		HIDALGO	77-78 LAHOMA #2		21.4	13.9	11.00		152.9	150.0000	22,935	SMB	5.70	

Please check the accuracy of the above information especially crops practices interest and acres
##NO REDUCTIONS on Fall-seeded crops after APRIL 18, 1993## upward revisions by inspection only
No corrections may be made after a loss has been paid

INSURED PREMIUM 1
SUBSIDY
BASE PREMIUM 2

CIGNA

a CIGNA company
Serviced by RAIN AND HAIL INSURANCE SERVICE, INC.
Managing General Agent for Crop Insurance
MULTIPLE PERIL CROP INSURANCE

POLICY NUMBER 1409 0424 For 1994 and succeeding years

PAGE ____ of ____

COVERAGE		COVERAGE ELECTIONS		
CROP	PRICE LEVEL	PRICE	LEVEL	CAI
CITRUS			65%	

PRODUCER/OWNER INFORMATION

C & J SAPP PUBLISHING CO
PO BOX 5246

McALLEN TX 78502-5246

PHONE TAX I.D.
210/618-4393 265-68-1699

LOSS PAYABLE TO ME AND

TEXAS STATE BANK
McALLEN TX 78501

AGENCY INFORMATION

VALLEY AG INSURANCE
P.O. BOX 2648
McALLEN, TEXAS 78502

PHONE CODE
210/687-3326 2492-00

APPLICATION AND PRODUCTION REPORT

STATE	CODE	PREVIOUS CARRIER
TEXAS		
COUNTY	CODE	PREVIOUS POLICY
HIDALGO	215	

The premium due for each crop year will be calculated on my share in the crop at the and price elected and at the rates published and in effect for the current crop year su to applicable adjustments.

This insurance policy is reinsured by the Federal Crop Insurance Corporation unde provisions of the Federal Crop Insurance Act, as amended (the Act) (7 U.S.C. 15 seq.), and all terms of the policy and rights and responsibilities of the parties are specif subject to the Act and the regulations under the Act published in Chapter IV of 7 CFR.

* A. Production sold or in commercial storage. B. On farm storage recorded bin measurement. C. Livestock feeding record. D. Appraisal. E. ASCS loan record. F. Other

CROP KIND A	CROP PRACTICE B	CROP TYPE C	FARM UNIT D	ASCS # E	ASCS YIELD F	INT % G	OTHER PERSONS SHARING IN CROP H	COUNTY I	TWP # DIR N/S J	RNG # DIR E/W K	SECTION/QUARTER L	TOTAL PRODUCTION M	ACRES PLANTED N	AVERAGE YIELD O	RECORD TYPE P	
26 CTRUS	MWC	EO-J 2100	1.00			1.000		HIDALGO	LOTS	77 &	78	TREES 1087	7.7			10/9
26 CTRUS	MWC	RRSR-J 2400	2.00			1.000		"	LA HOMA #2			1444	11.0			1/91 10/9

PLAINTIFF'S EXHIBIT A

certify that the information I have furnished as reflected on this form is complete and accurate for the commodity(ies), unit(s) and year(s) shown. I under- and that information inaccurately reported may result in a recomputation of the approved APH yield. I also understand that failure to report completely and curately may result in voidance of my crop insurance contract and may result in criminal or civil false claims actions.

CCEPTANCE. When this application is accepted by us the policy will be in effect for the first crop year specified above, unless the time for submitting pplications has passed the cancellation date. The policy will continue for each succeeding crop year until cancelled or terminated as provided in the policy.

e will not provide coverage if you knowingly concealed or misrepresented any material fact or circumstance relating to this insurance.

his policy will be void in the event you are restricted from receiving benefits under the Federal Crop Insurance Act or in the event action is pending which ay restrict your eligibility to receive such benefits or, in the event federal authorization and funding of the crop program is not provided.

or the purpose relating to this insurance I hereby authorize representative(s) of the Company access to and examination of insured crops and records pertain- g to the above described farm in the appropriate A.S.C.S. or other governmental agency office(s).

Dated ____ o'clock M. 16 July 19 93

Kay Prewett
Licensed Agent's signature

I declare the facts stated herein to be true and I personally guarantee payment of the total premium.

C & J SAPP PUBLISHING
Applicant's/Guarantor's Signature

UNDERWRITING DATA	YES
Are you now indebted to the FCIC or to any other insurance company for unpaid crop insurance premium? Unpaid premiums affect your eligibility to receive benefits.	
Have you ever had a crop insurance policy cancelled or otherwise terminated for any reason other than unpaid premium?	
Do you have another Multiple Peril Crop Insurance Policy or Federal Crop Insurance Corporation Policy on your share of the insured crops?	

On or before _____, the Undersigned, in consideration of the issuance of the policy(s) shown at hereby agrees to pay at 2501 50th Street, Suite 200, West Des Moines, Iowa 50266, to the order of the Com the total premium, all as allowed by law. The Undersigned agrees to pay the maximum amount of interest o total unpaid premium after such due dates plus reasonable costs of collection and attorney fees, all as allowe law. The Undersigned agrees and acknowledges that the Company may deduct any and all amounts owed u this policy or any other policy, whether or not due, from any loss payable to you under the policy(s) shown abo